

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM501673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.L. INTERACTIVE LIMITED		12/10/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ROMANCE COMPASS Limited		
Street Address:	Intershore Chambers, P.O. Box 4342		
City:	Road Town, Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	Limited Liability Company: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5306520	ROMANCE COMPASS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	legal.dmitriy@alldigitalads.com		
Correspondent Name:	ROMANCE COMPASS Limited		
Address Line 1:	Intershore Chambers, P.O. Box 4342		
Address Line 4:	Road Town, Tortola, VIRGIN ISLANDS, BRITISH		
NAME OF SUBMITTER:	Dmytro Latyshenko		
SIGNATURE:	/Dmytro Latyshenko/		
DATE SIGNED:	12/12/2018		
Total Attachments: 3			
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OP \$40.00 5306520

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS DEED is dated December 10, 2018.

PARTIES

- (1) **J.L. INTERACTIVE LIMITED**, incorporated under the laws of Gibraltar with company No. 114562, registered at 13/1 LINE WALL ROAD, GX11 1AA, GIBRALTAR (Assignor).
- (2) **ROMANCE COMPASS Limited**, incorporated under the laws of BVI with company No. 1664854, registered at Intershore Chambers, P.O. Box 4342, Road Town, Tortola, BVI (Assignee).

BACKGROUND

- (A) The Assignor is sole owner of Intellectual Property Rights in the Intellectual Property Objects labelled.
- (B) The Assignor is willing to enter into this confirmatory assignment to assign to the Assignee all Intellectual Property Rights in the Intellectual Property Objects labelled as set out in this deed.

AGREED TERMS

1. DEFINITIONS

In this Agreement where the context admits:

“**Intellectual Property Rights**” means patent, patent application, copyright, know-how, database right, registered and/or unregistered trade mark, trade mark application, trade name, service name, business name, registered design, unregistered design right, industrial design, utility model or other intellectual or industrial property right and including copyright in software and computer algorithms, applications and the right to make applications for any of the foregoing, extensions and renewals thereof and all rights of a similar nature, and any and all rights to the Intellectual Property Objects, in each case anywhere in the world.

“**Intellectual Property Object**” means any creation, work, invention, method, research, process, result of intellectual activity, in each case protected by intellectual property law or analogous law anywhere in the world (including software, digitized or other computer files containing data, database, illustration, design, artwork, video image, object, sound), and any object, sample, incorporation or embodiment of any of the Intellectual Property Rights, irrespective of the form or media, as well as any documentation and records relating thereto.

2. **ASSIGNMENT**

- 2.1 The Assignor hereby assigns to the Assignee, by way of assignment, absolutely with full title guarantee all right, title and interest that the Assignor has in and to the Intellectual Property Rights in the Intellectual Property Objects labelled below:

Trademark Name: **Romance Compass**, USA Registration No. 5306520, Class 45,
Mark Type: Service Mark, Registration Date: 10/10/2017

- 2.2 The agreed price of the Assigned Rights is one U.S. dollar, which shall be deemed paid by the Assignee to the Assignor in full. The Assignee does not have and will not have any liability to the Assignor under or in connection with this deed.

3. **FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required to give full effect to this deed.

4. **REPRESENTATIONS AND WARRANTIES**

Party represents and warrants that Party has the full right to convey the entire right, title and interest herein assigned (including any common law rights and goodwill that may exist in the Intellectual Property Objects), and that Party will not take any action, use any Intellectual Property Objects, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

5. **VARIATION**

This deed may not be amended, modified, varied or supplemented except in writing and signed by the parties (or their authorised representatives).

6. **COUNTERPARTS**

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this deed, but all the counterparts shall together constitute the same deed.

7. **GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

8. SEVERABILITY

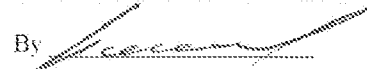
In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

Executed as a deed by
J.L. INTERACTIVE LIMITED

By 
Name: Mykhailo Kovshov

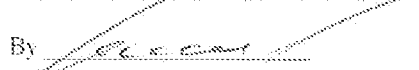
Title: Attorney

In the presence of Witness:

By 
Name: Dmytro Latyshenko

Address: 47 Norilska Street, Krivoy Rog
50090, Ukraine

Executed as a deed by
ROMANCE COMPASS Limited

By 
Name: Mykhailo Kovshov

Title: Attorney

In the presence of Witness:

By 
Name: Andrii Porokhnia

Address: 21 k1 Geroev Stalingrada
Avenue, apt. 92, Kyiv 04211, Ukraine